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## **NOTICE OF AMENDMENTS RELATING TO THE COMMERCIAL CARD PROGRAMME AGREEMENT – CUSTOMER PARTICIPATION AGREEMENT AND CONDITIONS OF USE**

You are receiving this notice because you have our World Corporate MasterCard and/or Platinum Purchasing MasterCard. HSBC will offer the mobile wallet function from 21 November 2023. To cope with this new function, we are updating the Commercial Card Programme Agreement – Customer Participation agreement and the Conditions of Use. Please refer to Sections A and B below for the substantive amendments (emphasis added). These amendments will take effect from 21 November 2023.

### **A. Amendments to the Commercial Card Programme – Customer Participation Agreement**

These amendments are applicable to customers with a Commercial Card Programme (World Corporate MasterCard and/or Platinum Purchasing MasterCard) governed by the Customer's Participation Agreement.

#### **i. Clause 1 will be revised as follows:**

- 1 The Bank may, at its sole discretion, issue under the Programme, a charge card, being a World Corporate MasterCard (the "Corporate Card") and/or a Platinum Purchasing MasterCard (the "Purchasing Card") to each of its customers (the "Customer") and to:
  - (i) each individual identified in the Commercial Card Programme Cardholder Nomination Form annexed hereto, and
  - (ii) such individual contractually employed by the Customer, or the Customer's subsidiary(ies) or associated entity(ies) (the "Related Entities") as may from time to time be nominated by the Customer's authorised officers (collectively, the "Cardholder(s)").Corporate Cards and Purchasing Cards are collectively referred to below as "Cards". Where the context permits, a Card includes a digital version of a Card (a "Mobile Card") that is stored in the virtual wallet (a "Mobile Wallet") of a Cardholder's smartphone, tablet or other electronic, digital, or mobile device (a "Mobile Device").

For the avoidance of doubts, if a Customer requests a Card to be issued to an employee of its Related Entities, the Bank may decline to issue such Card and, if the Bank considers it appropriate, recommend that such Related Entities apply to be on-boarded as customers of the Bank under separate cards programmes.

#### **ii. Clause 9.2 will be revised as follows:**

- 9.2 The Card is the property of the Bank and is not transferable. The loss or theft of any Card, or any device upon which a Mobile Card is stored, or any security credentials used to access or use a Mobile

Card, or (in the case of Corporate Cards) the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Corporate Card, should be reported immediately upon discovery of loss, theft or disclosure to the HSBC Commercial Banking Service Hotline on (852)2748 4343 or, if overseas, to any member of MasterCard. The Customer shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number. In respect of all other transactions debited to any Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Customer. The Customer shall be fully liable for all Non-cash Transactions, without limit, if the Customer and/or the Cardholder has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided that Card or let the Card be taken by a third party or has knowingly (whether voluntarily or otherwise) provided the device where the Mobile Card is stored, or any Mobile Card details, device passcode, PIN, password or other security details relating to the Cardholder's Mobile Card, Mobile Wallet or Mobile Device to a third party, or let such device or security details be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card (and in the case of Corporate Cards, such PIN number) or with regard to the usage thereof as recommended by the Bank in any communication to the Customer and/or the Cardholder from time to time may be treated as gross negligence for the above purpose.

**iii. The following new Clause 9.4 will be added:**

9.4 The Bank shall have no liability for any loss suffered by the Customer arising from or in connection with the use, functionality, or availability of any Mobile Wallet, including without limitation any operational or other issues associated with the Mobile Wallet or the relevant provider of the Mobile Wallet (a "Mobile Wallet Provider"). In addition, the Customer acknowledges and agrees that any Mobile Wallet is provided by the Mobile Wallet Provider and not the Bank. Any terms and conditions that a Cardholder or Customer agrees to with the Mobile Wallet Provider will not bind the Bank or change or override any of these terms and conditions.

**B. Amendments relating to the Commercial Card Programme – Conditions of Use**

These amendments are applicable Cardholders of World Corporate MasterCard and/or Platinum Purchasing MasterCard.

I. **The introductory paragraph will be revised as follows:**

The following conditions of use govern the use by a Cardholder of a Commercial Card being either a World Corporate MasterCard (the "Corporate Card") and/or a Platinum Purchasing MasterCard (the "Purchasing Card") issued by The Hongkong and Shanghai Banking Corporation Limited (the "Bank") pursuant to the terms of an agreement between the Bank and the customer (the "Customer"). Corporate Cards and Purchasing Cards are collectively referred to below as the "Cards". Where the context permits, a Card includes a digital version of a Card (a "Mobile Card") that is stored in the virtual wallet (a "Mobile Wallet") of a Cardholder's smartphone, tablet or other electronic, digital, or mobile device (a "Mobile Device"). For the avoidance of doubt, these Conditions of Use do not create any contractual commitment on the part of the Bank, and the Bank does not accept any responsibility in connection with the use of the Card by any Cardholder.

II. **Clause 1.1 will be revised as follows:**

1.1 The person to whom a Card is issued (the "Cardholder") will sign the Card immediately upon receipt and will not permit any other person to use the Card and will at all times safeguard the Card and keep it under the Cardholder's personal control. The Cardholder shall comply with any operational or security measures communicated by the Bank with respect to the use or safeguarding of a Card from time to time.

III. **The following new Clause 1.4 will be added:**

1.4 If the Cardholder has any questions or complaints about the Mobile Wallet, the Cardholder should contact the relevant provider of the Mobile Wallet ("Mobile Wallet Provider") using the contact information provided by the Mobile Wallet Provider. The Bank shall have no obligation to assist the Cardholder with, or participate in, such communications.

IV. **Clause 7.2 will be revised to state the following:**

7.2 The loss or theft of any Card, or any device upon which a Mobile Card is stored or any security credentials used to access or use a Mobile Card, (or in the case of Corporate Cards, the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Corporate Card) should be reported immediately upon discovery of loss, theft or disclosure to the HSBC Commercial Banking Service Hotline on (852)2748 4343 or, if overseas, to any member of MasterCard. The Customer shall be fully liable for all cash advances effected as a result of the unauthorised use of any such PIN number. In respect of all other transactions debited to a Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the

Bank or by a member of MasterCard, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the relevant Card Account for the Customer. The Customer shall be fully liable for all Non-cash Transactions, without limit, debited to the Card Account if the Cardholder and/or the Customer has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has knowingly (whether voluntarily or otherwise) provided the device where the Mobile Card is stored, or any Mobile Card details, device passcode, PIN, password or other security details relating to the Cardholder's Mobile Card, Mobile Wallet or Mobile Device to a third party, or let such device or security details be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss, theft or disclosure. Failure to follow any measures to safeguard the Card and the PIN number in the case of Corporate Cards or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Customer from time to time may be treated as gross negligence on the part of the Cardholder and/or the Customer. Should the Cardholder retrieve the Card after it has been reported lost or stolen, it must not be used but cut in half and forwarded to the Bank. If the Card is lost or stolen, the Cardholder shall co-operate with the Bank and the police in their effort to recover the Card.

**V. The following new Clause 7.4 will be added:**

- 7.4 The Bank shall have no liability for any loss suffered by the Cardholder arising from or in connection with the use, functionality, or availability of any Mobile Wallet, including without limitation any operational or other issues associated with the Mobile Wallet or the Mobile Wallet Provider.

The applicable amendments shall be binding on the Commercial Card Programme customer and/or the cardholder(s) if the cardholder(s) continue to use to use their World Corporate MasterCard and/or Platinum Purchasing MasterCard on or after 21 November 2023.

Copies of the full version of the updated Corporate Card Programme Agreement can be found at <https://www.business.hsbc.com.hk/en-gb/products/corporate-mastercard> or <https://www.business.hsbc.com.hk/en-gb/products/purchasing-mastercard>.

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